



CUPE·SCFP

COLLECTIVE AGREEMENT

Between

THE BOARD OF MANAGEMENT OF
EASTHOLME, EAST DISTRICT OF PARRY SOUND
HOME FOR THE AGED
(Hereinafter called the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1339
(Hereinafter called the "Union")

Term: January 1, 2024, to December 31, 2026

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ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time employees, and for all employees regularly scheduled for not more than thirty (30) hours per week for the East District of Parry Sound Home for the Aged at Powassan, save and except Professional Medical Staff, Graduate Nursing Staff, Undergraduate Nurses, Director of Recreation, Managers, Supervisors, Dietician, Assistant Dietary Supervisor, Administration (Office) Staff, and Students employed during the school vacation period.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive right and power of the Employer, subject to the terms and provisions of this Agreement.
- a) to maintain order, discipline and efficiency;
 - b) to hire, direct, classify, transfer, promote, demote, lay-off, discharge or otherwise discipline employees for just cause;
 - c) generally to manage and operate the enterprises in which the Employer is engaged in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required from time to time, reasonable standards of performance for all employees and other matters concerning the Employer's operations, not otherwise specifically dealt with elsewhere in this Agreement;
 - d) to establish and enforce rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this Agreement.

ARTICLE 3 - DEFINITIONS

- 3.01 A part-time employee is one who is scheduled to work no more than thirty (30) hours per week on a regular basis.
- 3.02 A permanent employee is one who is hired for an indefinite period.
- 3.03 A temporary employee is an external person hired to fill a temporary assignment. A temporary employee shall not accumulate seniority and may be terminated at any time without recourse to the grievance and arbitration procedure. A temporary employee's employment shall terminate at the completion of the temporary assignment.

A temporary employee shall be eligible to apply for posted permanent vacancies but shall be considered as an external candidate.

A temporary employee shall not be eligible for leaves of absence under Article 9, sick leave under Article 10, paid holidays under Article 14, health, and welfare under Article 24. Statutory Holidays and Vacation shall be in accordance with the Employment

Standards Act. A temporary employee shall receive fourteen percent (14%) in lieu of fringe benefits.

- 3.04 a) A temporary assignment shall include one of the following:
- i) replacing an employee who:
 - is temporarily transferred to another position with the Employer; or
 - is on an approved leave of absence; or
 - has a compensable or non-compensable accident or illness; or
 - ii) temporarily filling a vacant permanent position while action is being taken to fill the permanent position; or
 - iii) performing a specific project not to exceed six (6) months unless the parties agree to an extension in writing.
- b) The Employer will outline to the Local Union and the employee the circumstances giving rise to the temporary position and the conditions attached to it.

ARTICLE 4 - NO DISCRIMINATION

4.01 In accordance with the Ontario Human Rights Code, R.S.O. 1990, and as amended from time to time, including section 24 (1)(B), there shall be no discrimination by the Union, representatives of the Union, the Employer, representatives of the Employer or any employee against any person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

It is further agreed there will be no intimidation, coercion, or discrimination against any person, because of membership or non-membership in any union.

ARTICLE 5 - SENIORITY

- 5.01 a) Seniority for each permanent full-time employee is based upon the length of continuous full-time employment with the Employer since the last date of hire.
- b) Seniority for part-time employees is based upon the number of hours worked of continuous employment with the Employer at the Home since the last date of hire. It is understood by part-time employees that each 1725 hours worked shall represent one (1) full year of service. Seniority shall operate on a bargaining unit wide basis.

- (i) At the time a part-time employee transfers to a full-time position, placement on the full-time seniority list will be calculated as follows:

Total all hours worked from the most recent date of hire up to and including the last shift worked prior to starting the full-time position. Divide the total hours by 1,725 to calculate the year(s) and /or part year(s) of service. Using the calculated years of service, work backward from the new full-time start date to arrive at the full-time seniority date, provided that the employee's calculated full-time seniority date will not precede the last date of hire.

- (ii) At the time a full-time employee transfers to a part-time position, placement on the part-time seniority list will be calculated as follows:

Total all hours worked from the most recent date of hire up to and including the last shift worked prior to starting the part-time position. The total hours worked will then be used to place the employee on the part-time seniority list.

- c) Temporary employees shall not acquire seniority. If a temporary employee is hired into a permanent position with no break in service, their hours worked as a temporary employee shall be credited to their seniority as per article 5.01 b).
- d) Seniority shall operate on a bargaining unit wide basis.

5.02 Break in Service

An employee shall lose all seniority and service and shall be terminated if the employee:

- a) quit the employ of the Employer;
- b) is discharged and not reinstated through the grievance arbitration procedure;
- c) is retired;
- d) fails to return to work after completion of a leave of absence granted by the Employer;
- e) fails to return to work within ten (10) calendar days after being sent a recall notice by registered mail to their last reported address with the Employer;
- f) utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted;
- g) is laid off for a period of more than twenty-four (24) months;
- h) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- i) is absent because of legitimate illness, compensable or non-compensable injury for more than two (2) years, subject to the provisions of the *Human Rights Code*.
- j) fails to work a single shift within a four (4) month period, provided the employee is not on an approved leave and work was reasonably offered by the Employer.

5.03 Seniority Lists

The Employer shall prepare and maintain a seniority list which shall be posted by April 30th and October 31st of each year. A copy of the seniority list shall be made available to the Union. During the first thirty (30) calendar days of posting, the employees shall have the opportunity of questioning their own individual seniority standing and after this time, the seniority list as posted or amended as the case may be, shall not be open to question by the employees or the Union.

5.04 New Employees

a) Permanent Full-Time Employees

- i) A permanent full-time employee shall be considered on a probationary basis until they have worked a total of sixty-five (65) days from the date of hire. During the probationary period, the permanent full-time employee shall be entitled to all rights and benefits of this Agreement, exclusive of

seniority, except that the employment of such employee may be terminated at any time during their probationary period without recourse to the grievance procedure. After the completion of the probationary period, seniority shall be effective from the full-time employee's most recent hiring date with the Employer.

- ii) Permanent full-time employees who have successfully completed their probationary period and who are absent for sickness, compensable or non-compensable accident or other leave of absence shall accumulate seniority.

b) Part-Time Employees

- i) A part-time employee shall be considered on a probationary basis until they have worked a total of four hundred and fifty-five (455) hours from the date of hire. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, exclusive of seniority and percentage in lieu payment under Article 24.07, except that the employment of such employee may be terminated at any time during their probationary period without recourse to the grievance procedure. After the completion of the probation period, seniority shall be effective from the employee's most recent hiring date with the Employer.

5.05 Vacancies and Posting

- a) If there is a newly created position or a permanent vacancy which the Employer requires to be filled, the permanent vacancy or newly created position shall be posted for seven (7) calendar days. Any interested employee must apply in writing during the seven (7) day period.
- b) In the event the Employer, by its determination, does not have sufficient employees to fully and efficiently fill a temporary assignment, as defined under paragraph 3.04, then the temporary assignment shall be posted for seven (7) calendar days. Any interested employee must apply in writing during the seven (7) day period.

- c) Information in Postings - Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner. All Job Postings shall state "This position is open to both male and female applicants subject only to the application of a bona fide occupational requirement permitted under the Ontario Human Rights Code, R.S.O. 1990, and as may be amended from time to time".

- d) Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) the principle of promotion within the service of the Employer;
- 2) the job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required criteria in accordance with Article 5.05(c). The seniority of a candidate will be calculated up to and including the last completed pay period preceding the job posting. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The Employer shall endeavour to fill the job within three (3) weeks of the appointment of the successful candidate.

- e) Permanent employees selected to fill a temporary assignment shall retain their permanent full-time or part-time status for the purposes of this Agreement and shall continue to be covered by the applicable terms of this Agreement and shall return to their regular position at the end of the assignment.
- 5.06 The name of the successful applicant, if any, shall be posted for seven (7) calendar days and such notice shall be posted within three (3) calendar days of the date of the appointment.
- 5.07 The successful applicant shall be placed on trial for a period of: (i) one (1) month for a transfer within a department; or (ii) three (3) months for a transfer between departments. Conditional on satisfactory performance, such promotion shall become confirmed at the end of the trial period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority and with the current rate of wages for that position. In the event an employee is returned to their former position, any other employees who had been promoted or transferred as a result of the promotion or transfer of the returning employee shall be returned to their former positions without loss of seniority and with the current rate of wages for the former positions. An employee affected by a trial period shall maintain said employee's status of part-time or full-time until the employee is confirmed in the new position.
- 5.08 Lay-offs and Recalls
- a) Definition of Lay-off
A lay-off shall be defined as a reduction in the work force or reduction in the regular hours of work as defined in this Agreement.
 - b) Role of Seniority in Lay-offs
Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid-off in the reverse order of their bargaining unit wide seniority as per classification. Within five (5) working days of receipt of the notice of lay-off, an employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee.
 - c) Recall Procedure
Employees shall be recalled in the order of their seniority provided that they are qualified to do the work. It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received by the employee on the second day after the date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall

state the job to which the employee is recalled to and the date and time at which the employee shall report for work.

It is the responsibility of each employee to ensure that the Employer has the employee's current telephone number and address. The Employer shall not be liable for failure of notice to reach an employee in the event said employee has not advised the Employer of their current address and telephone number.

d) No New Employees

New employees shall not be hired until those qualified employees on layoff have been given an opportunity of recall.

e) Notification of Lay-off

In the event of a proposed layoff as defined in (a), the Employer will provide the Union with no less than fifteen (15) calendar days' notice in advance of the employee receiving notification of the layoff. The Employer shall provide an employee with no less than thirty (30) calendar days' notice of such layoff.

Following receipt of the advanced notice of layoff by the Union, the Employer and the Union shall meet at a Labour Management Committee meeting to review the following:

- i. discuss alternatives to the layoffs
- ii. the reason causing the layoff
- iii. the service the Employer will undertake after the layoff
- iv. the method of implementation, including the areas of cut-back and employees to be laid off
- v. ways the Employer can assist employees to find alternative employment.

Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation, will take precedence over other terms of layoff in the Agreement. Notice of layoff or pay in lieu of shall be in accordance with the provisions of the Employment Standards Act, but in any event, not less than thirty (30) days.

5.09 Promotion Outside of Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of three (3) months. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 6 - UNION SECURITY

6.01 The Employer shall deduct in each pay period an amount equal to the current Union dues from each employee in the bargaining unit. The Employer shall remit all dues collected in the previous month to the National Secretary - Treasurer of the Canadian Union of Public Employees by the 15th of the following month.

- 6.02 The amount of Union dues to be deducted from each employee in the bargaining unit shall be two percent (2%) of the employee's total regular earnings. Regular earnings shall be exclusive of overtime, shift premium, and all monies received in lieu of fringe benefits.

Amendments to Union dues shall take effect thirty (30) days after written notification has been received by the Employer from the President of the Union local.

- 6.03 The Employer shall include the amount of Union dues deducted by the Employer on the employee's Income Tax T-4 slip.
- 6.04 The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted under this Article.
- 6.05 The Employer shall supply to the Union electronically, a list of all the Employees in the bargaining unit. Such list shall include each person's name, job title/classification, home mailing address, home telephone number, and if available, personal email address.

ARTICLE 7 - CORRESPONDENCE

- 7.01 Each party shall inform the other of the names and addresses of the representatives of the various levels to whom correspondence relating to the interpretation and application of this Agreement should be addressed.

ARTICLE 8 - GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURES

- 8.01 For purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- 8.02 The Employer shall advise an employee that they have the right to request the presence of a steward or other executive member from the Local, provided a steward or an executive member is available and, on the premises, at the time discipline is imposed. The Local Union shall receive copies of all letters of discipline, suspension, and termination.
- 8.03 Stage 1
It is the mutual desire of the parties that grievances of employees shall be adjusted as quickly as possible.

If any employee has a complaint concerning the application, interpretation, administration, or alleged violation of any of the provisions of the Agreement, they shall take the matter up orally with their immediate supervisor, within ten (10) working days of the alleged violation. The employee may be accompanied by a steward if they wish. The supervisor must respond within the five (5) working days of the employee's complaint being lodged. In the event that supervisor's response is deemed by the employee to be unsatisfactory, then the employee may, within five (5) working days of the supervisor's response, proceed to Stage 2.

Stage 2

The employee, accompanied by a steward, may submit a written grievance to the employee's department head. The grievance shall identify the nature of the grievance, the

remedy sought, and should identify the provisions of the agreement which are alleged to be violated. The grievor, the steward and the department head, shall meet to discuss said grievance within ten (10) working days of receipt of said grievance. The department head will give a written answer to the grievor within ten (10) working days following the day of the meeting. Failing settlement, then:

Stage 3

Within five (5) working days following the written answer under Stage 2, the grievor may submit the written grievance to the Home Administrator. A meeting will be held between the Home Administrator, the grievor and a union representative within five (5) working days of the submission of the grievance at Stage 3 unless extended by agreement of the parties. A representative of the Canadian Union of Public Employees may attend said meeting. The decision of the Home Administrator shall be delivered in writing within ten (10) working days following date of such meeting.

- 8.04 a) The Union may file a "Policy Grievance" which may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within seven (7) calendar days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within fourteen (14) calendar days of filing of the grievance. The grievance shall be answered in writing by the Employer within fourteen (14) calendar days of such meeting.
- b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement. The grievance shall be filed in writing with the Union by the Home Administrator within seven (7) calendar days of the incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within fourteen (14) calendar days of filing of the grievance. The grievance shall be answered in writing by the Union within fourteen (14) calendar days of such meeting.
- 8.05 Grievances concerning a lay-off due to a reduction in the workforce and grievances concerning a termination, shall be initiated at Stage 3 of the grievance procedure provided the grievance is submitted within five (5) working days of said lay-off notice.
- 8.06 a) Any complaint or grievance which is not commenced or processed through the next stage of the grievance procedure within the time specified shall be deemed to have been abandoned. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing by the parties. If no written answer has been given to the grievance within the time limits specified, the grievor shall be entitled to submit the grievance to the next stage including arbitration.
- b) Saturday, Sunday, and paid holidays shall not be included in calculating such time limits.

8.07 Grievance Mediation

Upon mutual agreement, the parties may agree to the services of a mediator. The Parties may also agree that a mediation/arbitration process can be used. The parties agree to

share the costs of the mediator or mediator/arbitrator.

8.08 Arbitration

If a satisfactory settlement of the grievance is not reached, either party may refer the matter to Arbitration by written notice to the other party within fifteen (15) working days of the receipt of the answer at Stage 3, Article 8.04 or Article 8.07.

8.09 For the purpose of Arbitration of matters in dispute arising out of this Agreement, the Arbitration shall be handled by a single Arbitrator who shall be chosen by the parties by agreement within thirty (30) working days or longer by mutual agreement.

8.10 Either party may request the Minister of Labour for the Province of Ontario to appoint the Arbitrator if they cannot agree. No person may be appointed as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

8.11 The decision of the Arbitrator is final and binding upon the parties.

8.12 It is understood and agreed that the Arbitrator has no authority to alter, modify or annul any part of this Agreement. However, subject to 5.04 of this Agreement, the Arbitrator shall have full authority to order:

a) that an employee be reinstated with full, partial or no compensation;

b) the disposition of any suspension, discipline, or discharge grievance by any arrangement which, in their opinion, they deem just and equitable.

8.13 Each party shall pay one-half (1/2) the fees and expenses of the Arbitrator and any costs of the place of hearing of such Arbitration if and when the necessity arises.

ARTICLE 9 - LEAVES OF ABSENCE

9.01 Union Leave

An employee who accepts a position of Office within CUPE, will be entitled to seventy (70) days of union leave per year. No other Employee shall be granted more than twenty (20) days of Union leave per calendar year. Leaves for Union business shall be granted, provided written notice of at least fourteen (14) days is given to the manager and provided that, in the judgement of the Employer, the efficiency of the operations shall not be affected by such leave. In any event, there shall be no more than two (2) employees on such leave at any one time, with the exception of CUPE National Convention, CUPE Ontario Convention, Northern Ontario CUPE Conference and HCWCC Conference, where there shall be no more than four (4) employees on such leave at any one time.

The union will reimburse the employer for the full amount of said wages and the cost of benefits (including but not limited to vacation pay, EI, CPP and OMERS contributions) for the affected employees during the period of absence. The amount will be paid within thirty (30) days of the invoice date.

9.02 Personal Leave

Leave of absence without pay up to three (3) months may be granted to an employee for personal reasons at the discretion of the Employer.

9.03 Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave, they shall forfeit their seniority rights and shall be terminated unless permission is obtained from the Administrator or designate. All leaves of absence shall be applied for in writing to the Administrator and they shall respond in writing.

9.04 Bereavement Leave

- a) An employee shall be granted five (5) consecutive days leave of absence without loss of pay in the event of the death of the employee's child, step-child, foster child, adopted child, common adopted child, current spouse, common law or same sex partner. An employee shall be granted three (3) consecutive days leave of absence without loss of pay where death or deaths occur in the employee's immediate family (father, mother, stepparent (in loco parentis), brother, sister, grandparents, grandchild, mother-in-law, and father-in-law) and where the employee is attending the celebration of life, memorial service, or internment. The Bereavement leave will commence within seven (7) days of the date of death. An employee shall be granted a one (1) day leave of absence without loss of pay to attend the celebration of life, memorial service, or internment of a son-in-law, daughter-in-law, brother-in-law, or sister-in-law provided the celebration of life, memorial service, or internment is on a day the employee was scheduled to work.
- b) The pay for such leave shall be at straight time for the scheduled hours of work for each day(s) of the leave, but not to exceed eight (8) hours per day.
- c) The day of leave of absence for which the employee shall receive pay shall be limited to those days on which the employee was scheduled to work and does not work. Neither time off nor pay granted under this Article shall be used in computing overtime.
- d) In the event the celebration of life, memorial service, or internment is deferred to a later date, employees who are scheduled to work and have not exhausted their allocated leave of absence shall have the option to use the remaining days to attend said postponed celebration of life, memorial service, or internment.

Where the burial occurs at a locale that requires travel, employees shall be granted an unpaid leave of absence for travel.

- e) When an employee qualifies for bereavement leave while on another approved leave of absence such as sick leave or vacation, bereavement entitlement will replace sickness or vacation entitlement and any days owed to the employee shall be returned to their sickness or vacation banks.

9.05 When a full-time employee is given leave of absence pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence or is recalled to work, they shall not receive sick leave credit for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

9.06 Pregnancy and Parental Leave

a) Pregnancy Leave

- i. Pregnancy Leave shall be granted for up to seventeen (17) weeks, which may begin no earlier than seventeen (17) weeks before the expected birth date.
- ii. If possible, the Employee shall give the Employer at least two (2) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence.
- iii. The Employee must have started employment at least thirteen (13) weeks prior to the expected date of birth.
- iv. The Employee will advise the Employer of their expected return to work date. An Employee who wishes to change their return to work date must give the Employer four (4) weeks' notice, in writing.
- v. An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the *Employment Insurance Act* shall be paid a top up for a period not exceeding fifteen (15) weeks. The top up shall be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such top up payment shall commence following completion of the Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave multiplied by her normal weekly hours.

The employee shall only receive top-up under this provision for the duration of the unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- vi. During the period of leave, the Employee may continue benefit coverage, provided the carrier permits, and the benefit premiums during this leave shall be paid in the same manner as previous to leave.
- vii. Upon expiry of the seventeen (17) weeks Pregnancy Leave, an Employee may immediately commence Parental Leave, as provided under the Parental Leave provisions of this Agreement. The Employee shall give the Employer at least two (2) weeks' notice in writing that they intend to take Parental Leave.

- viii. Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed in this Agreement shall continue, and seniority shall accumulate during the leave.
- ix. A part-time employee on pregnancy leave shall accrue and be credited seniority for each week while on pregnancy leave (or prorated for a part week) according to the following formula:

A week of seniority shall equal: the average hours worked per week over the preceding 13 completed pay periods preceding the commencement of the leave, exclusive of a leave of absence for medical reasons related to the pregnancy.

For clarity this same calculation shall be used to determine the normal weekly hours of a part-time employee on pregnancy leave.

b) Parental/Adoption Leave

- i. An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- ii. A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- iii. Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For Employees on pregnancy leave, parental leave must begin immediately after the pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the Employee also took pregnancy leave and up to sixty-three (63) weeks in duration if they did not.
- iv. The Employee shall give the Employer two (2) weeks' notice, in writing, of the commencement of Parental or Adoption Leave of absence unless, in the case of Adoption Leave, they are prevented from doing so by reason of the child coming under the care earlier than expected.
- v. During the period of leave, the Employee may continue benefit coverage, provided the carrier permits, and benefit premiums during this period shall be paid in the same manner as previous to this leave.
- vi. The Employee will advise the Employer of their expected return to work date. Upon the conclusion of the leave of absence granted to them under this Article, the Employee will be returned to their former job if it still exists, or to a comparable job in the event that their former job has been eliminated. An Employee who wishes to change their return to work date must give the Employer four (4) weeks' written notice.

- vii. Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed in this Agreement shall continue, and seniority shall accumulate during the leave.
- viii. A part-time employee on parental leave shall accrue and be credited seniority for each week while on parental leave (or prorated for a part week) according to the following formula:

A week of seniority shall equal: the average hours worked per week over the preceding 13 completed pay periods preceding the commencement of the leave, exclusive of a leave of absence for medical reasons related to the pregnancy.

9.07 Jury and Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law where the Crown is a party, or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount received.

ARTICLE 10 - SICK LEAVE

- 10.01 Subject to 9.05, all full-time employees who have completed their probationary period shall accumulate sick leave credits at the rate of one and one-half (1-1/2) days per month of service up to a maximum of one hundred and eighty (180) days' accumulation. (See related articles 15.06 and 23.06).
- 10.02 No sick leave credit shall be earned in respect of any month in which a full-time employee qualified for less than fifteen (15) days' pay.
- 10.03
 - a) Upon return to work by an employee, the approved sick leave certificate as set out in Form "A" which is attached hereto and forms part of this Agreement, shall be completed by the employee concerned and filed with the Administrator. When required by the Employer for absence of three (3) days or more, the employee concerned shall have their physician complete Form "A" marked "Physician's Certificate" or submit an acceptable doctor's certificate indicating that the employee attended at the doctor's office, was examined by the doctor, the nature of the illness, and the prognosis including the length of the expected absence. Any fees relating to said forms will be paid by the Employer.
 - b) Falsification of any information required on Form "A" or other relevant information required by the Employer may result in dismissal or other disciplinary action at the discretion of the Employer.
- 10.04 Full-time employees will not be paid compensation for the first day of illness on the third and subsequent periods of absences from work on sick leave in any calendar year of employment.
- 10.05 For full-time employees, absence for sickness or accident compensated by the Workplace Safety and Insurance Board will not be charged against sick leave credits.

- 10.06 A full-time employee who terminated their employment after five (5) continuous years of full-time service or upon normal retirement shall receive payment for one-half (1/2) of accumulated sick leave.
- 10.07 Employees who are off due to illness for more than seven (7) consecutive calendar days will apply for the weekly indemnity plan in accordance with the terms of the plan. Employees may use their earned sick leave entitlements to top up approved leave under the weekly indemnity plan from 66.67% to 100% of their pay for approved leave.

ARTICLE 11 - NEW POSITIONS AND RE-CLASSIFICATIONS

- 11.01 When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate; and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) working days of the meeting.

Any decision by a Board of Arbitration or Arbitrator, as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having a regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Union gave the Employer notice that it challenged the new rate.

ARTICLE 12 - HOURS OF WORK

- 12.01 A fifteen (15) minute rest period shall be allotted as follows:

- a) for a shift of six (6) hours or less - one (1) rest period;
- b) for a shift greater than six (6) hours - two (2) rest periods.

Time allowance away from the work area shall not exceed fifteen (15) minutes, portal to portal.

12.02 Full-Time Employees

The normal daily hours of work for all full-time nursing staff, inclusive of a thirty (30) minute meal period shall be eight (8) hours per day. In recognition of said paid meal period full-time nursing staff:

- a) shall be required to attend at work fifteen (15) minutes prior to the commencement of their scheduled shift in order to receive the nursing report on resident status;
- b) shall not be required to remain on the premises during their meal period.

The normal daily hours of work for all other full-time staff exclusive of a thirty (30) minute meal period shall be eight (8) hours per day.

12.03 Part-Time Employees

Part-time nursing staff who work six (6) or more consecutive hours on a shift, shall receive a paid thirty (30) minute meal period. In recognition of said paid meal period part-time nursing staff:

- a) shall be required to attend at work fifteen (15) minutes prior to the commencement of their scheduled shift in order to receive the nursing report on resident status;
- b) shall not be required to remain on the premises during the meal period.

12.04 When an employee's schedule is changed by the Employer, the employee shall be entitled to forty-eight (48) hours' notice of such change, except in cases of emergency, absences or termination and the Employer further undertakes not to change schedules to avoid any payment as provided for in Article 14.02.

12.05 The Employer agrees that there shall be no regularly scheduled split shifts for full-time employees.

12.06 The schedule of hours and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance where practicable.

12.07 Full-time employees shall be scheduled to receive every other weekend off. The Employer will endeavour to ensure that part-time employees shall be scheduled to receive every second weekend off.

12.08 The Employer shall not schedule an employee to work more than six (6) consecutive days without receiving their two (2) consecutive days off. For part-time employees, call-in shifts do not apply.

12.09 A weekend is defined as the period between 22:30 on Friday to 22:30 on Sunday.

12.10 Where two (2) employees report for the same scheduled hours of work due to an error in scheduling, both employees shall be paid their regular rate of pay for the entire period of work which was scheduled.

ARTICLE 13 - OVERTIME

13.01 Authorized work performed in excess of eight (8) hours per day or in excess of eighty (80) hours bi-weekly will be counted as overtime work and will be paid for at the rate of time and one-half (1-1/2) the employee's regular hourly earnings subject to Article 22.01. Such excess time must be initialled by the Department Head or supervisor in charge on the time card and shall be paid in units of one-quarter (1/4) hour applied as follows:

<u>Minutes Worked</u>	<u>Time Paid For</u>
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1 - 15	Nil
16 - 30	1/2 hour at time and one-half (1-1/2)
31 - 45	3/4 hour at time and one-half (1-1/2)
46 - 60	1 hour at time and one-half (1-1/2)

For each additional 1-15 minutes worked, an additional 1/4 hour at time and one-half.

13.02 Overtime work shall be distributed as equally as practicable among those full-time employees who would normally perform such work.

13.03 A full-time employee who is called in to perform emergency work after having left the Home shall be paid a minimum of two (2) hours at overtime rates.

13.04 Full-time employees required to work more than two (2) hours overtime during the day shift shall be provided with a meal at no cost to the employee by the Employer during the regular meal period. The meal period shall be thirty (30) minutes and without pay.

ARTICLE 14 - PAID HOLIDAYS

14.01 a) Every eligible full-time employee will receive pay computed at straight time for each of the following paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
August Civic Holiday	

b) Floating Holidays

The Employer agrees to grant full-time employees two (2) floating holidays off with pay to be taken on a day mutually agreed upon between the Employer and the employee.

c) Full-time employees shall not be eligible for the floating holidays until they have completed their probation period. In the event a full-time employee is on "a trial period", said employee shall continue to retain their full-time or part-time status. On completion of the trial period the employee shall receive holidays in accordance with the terms of the Collective Agreement. A full-time employee requesting a floating holiday may arrange for same with their department head. Where there is a conflict, the seniority of the full-time employees and the efficiency of the operation of the Home shall be the governing factors. If the holiday is not taken during the

calendar year, the employees shall be reimbursed for same on the last pay day of the calendar year.

- d) Eligible part-time employees shall receive public holidays plus the August Civic Holiday, in accordance with the Employment Standards Act. The calculation of the public holiday will be based on the two full pay periods immediately preceding the pay period with the public holiday, divided by 20.

14.02 A full-time employee whose regular day off falls on any of the above-named holidays shall take a substitute day off with pay. A full-time employee required to work on any of the above-named holidays shall be paid at the rate of time and one-half (1-1/2) for all hours worked plus another day off with pay in lieu of holiday pay. Substitute days off shall be arranged by mutual agreement with the employee's supervisor. Where there is a conflict, the seniority of the full-time employees and the efficiency of the operation of the Home shall be the governing factors. If any substitute holidays are not used by the end of the calendar year, a maximum of three substitute holidays will be carried forward into the new year and any remaining banked time will be paid out. Employees are required to use their three (3) carried forward days by the end of March, failing which the time will be paid out in the first pay in April.

14.03 In order to qualify for payment of any of the above holidays, a full-time employee is required to work the last regularly scheduled shift immediately preceding the holiday and the next regularly scheduled shift immediately following the holiday.

14.04 Full-time employees who are scheduled to work on the above paid holidays and do not work shall receive no pay for the day unless the employee concerned is excused under Article 8, 9, or 10 and the employee provides a certificate from a medical practitioner.

ARTICLE 15 - VACATIONS

15.01 Full-time employees will be entitled to take one week of vacation in individual days.

The remaining week(s) must be requested in blocks of time in multiples of seven (7) days. The employee will be paid for the number of scheduled days during the block of time (in weekly increments) requested. One week is the equivalent of seven (7) days.

Full-time employees covered by this Agreement shall be entitled to the following annual vacations with pay:

Up to one (1) year's continuous service - four (4%) percent.

After one (1) year's continuous service – ten (10) days at regular rate of pay (2 weeks).

After three (3) years' continuous service – fifteen (15) days at regular rate of pay (3 weeks).

After nine (9) years' continuous service – twenty (20) days at regular rate of pay (4 weeks).

After fourteen (14) years' continuous service – twenty-five (25) days at regular rate of pay (5 weeks).

After twenty (20) years' continuous service – thirty (30) days at regular rate of pay (6 weeks).

After twenty-five (25) years' continuous service – thirty-five (35) days at regular rate of pay (7 weeks)

Part-time employees: Part-time employees with less than five (5) years of employment will be entitled to two (2) weeks of vacation time after each twelve (12) month period following their commencement date at Eastholme, Home for the Aged. Employees with five (5) or more years of employment are entitled to three (3) weeks of vacation time. One week is the equivalent of seven (7) days.

A part-time employee shall receive vacation pay in accordance with the employee's years of employment as follows:

Less than three (3) years - four (4%) percent.

After three (3) years but less than nine (9) years - six (6%) percent.

After nine (9) years but less than fourteen (14) years - eight (8%) percent.

After fourteen (14) years - ten (10%) percent.

After twenty (20) years – fourteen (14%) percent.

The vacation pay shall be paid each pay period and shall be computed on the gross earnings of the pay period at the percentage as stated above.

- 15.02 If a paid holiday falls or is observed during a full-time employee's vacation period, they shall be granted an extra day's pay at their regular hourly rate of pay or the employee may have an additional day off in lieu of the paid holiday.
- 15.03 A full-time employee who terminates or has their employment terminated at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages, in lieu of such vacation, prior to termination.
- 15.04 The Employer will post a vacation calendar for the following year from September 24 – October 1. During this time, employees will provide their vacation preferences on the vacation calendar. The Employer will review the requests and provide approvals/denials by October 22.

Every attempt will be made by the Employer to grant vacation as requested, however, where conflicts arise amongst employees as to the choice of vacation time, seniority and the staffing requirements of the Employer shall govern. The Employer will provide approvals/denials of vacation request by October 22nd. Any vacation requests submitted after October 1st, will be considered on a first come, first served basis.

The Employer will provide the vacation quotas one week prior to posting the vacation calendar.

- 15.05 If a full-time employee is absent without pay for more than thirty (30) calendar days in the previous vacation year, the employee will be entitled to their vacation time off in the current vacation year however, in this instance, vacation pay will be calculated on the appropriate percentage (i.e., three (3) weeks = 6%) of the employee's previous year's gross earnings. Notwithstanding the above, a full-time employee who is off due to injury or illness, pregnancy and parental leave, emergency leave, and bereavement leave, shall retain their regular vacation pay for a period of twelve (12) months from the date of absence.
- 15.06 Approved Leave of Absence During Vacation
Any full-time employee while on vacation who becomes ill or injured for more than three (3) days will be allowed at some future date to take additional time off with pay for the period covering the illness or the injury that occurred during their vacation, provided they

notify the Employer of this fact during their vacation and the injury or illness is verified by a certificate signed by a duly recognized medical practitioner. Any additional days that are allowed because of the sickness or accident will be paid out of the full-time employee's sick leave credits.

ARTICLE 16 - NO CESSATION OF WORK

16.01 During the term of this Agreement, neither the Union nor any of its officers or officials nor any employee shall take part in or call or encourage any strike, sit-down, slow-down or any suspension of work against the Employer which shall in any way affect the operations of the Employer. If any such employee shall strike, he will be subject to disciplinary action or dismissal, and such may be dealt with as hereinbefore provided.

ARTICLE 17 - TRANSPORTATION

17.01 When transportation is required by the Employer and the employee volunteers to use their own car, the employee shall receive two dollars (\$2.00) for each return trip within the town limits of Powassan and shall receive twenty dollars (\$20.00) for all out-of-town trips to North Bay.

ARTICLE 18 - UNIFORMS

18.01 The Employer will provide one hundred and fifty dollars (\$150.00) in January of each calendar year, to each employee towards the employee's purchase of uniforms. All uniforms worn while on duty must conform to the Home's Dress Code policy.

18.02 Upon presentation of proof of purchase and the boots, all Maintenance Department staff required to perform work that requires steel toed safety boots, shall receive a payment of up to two hundred dollars (\$200.00) to purchase Employer approved safety boots. Said payment shall be made once every two (2) years.

ARTICLE 19 - HEALTH EXAMINATIONS

19.01 When required in order to comply with legislated requirements the employee will submit to inoculations and vaccinations, it being understood that the expense of such shall be borne by the Employer (unless publicly funded).

ARTICLE 20 - COMMITTEES AND STEWARDS

20.01 Union stewards and members of committees must obtain permission from their immediate supervisor, which shall not be unreasonably withheld, before absenting themselves from their place of duty in order to deal with grievances or other Union business connected with this Agreement. In accordance with this understanding, all time taken off by Stewards or members of committees to attend grievance meetings shall be without loss of pay.

20.02 The Union will notify the Employer in writing of the names of all Union Officers & Committee Members and from time to time will notify the Employer of any changes of Union Officers personnel. Only those Union Officers & Committee Members who have been thus designated shall be recognized by the Employer.

20.03 Labour Management Committee

A Labour Management Committee shall be established consisting of up to five (5) members from the Employer and up to five (5) members from the Union, designated by the Union. The purpose of this Committee is to discuss employment issues of mutual concern.

ARTICLE 21 - VALIDITY OF AGREEMENT

21.01 In the event of any of the provisions of this Agreement or any practice established hereby being contrary to the provisions of any applicable law hereinafter enacted, the Superior provision shall apply.

ARTICLE 22 - EXCHANGE OF SHIFTS AND LATENESS

22.01 Employees must give the Employer notice of intention to change a shift in writing, together with an undertaking signed by an employee willing to exchange such shift and subject to the approval of the Department Head. In any event, it is understood that such change in shift indicated by an employee and approved by the Department Head shall not result in overtime compensation or payment.

22.02 Employees who are late for their scheduled shift shall be deducted according to the following schedule unless excused by the Employer at its discretion:

Minutes Late

Time Deducted

1 - 15

Nil

16 - 30

One-half (1/2) hour

31 - 45

Three-quarters (3/4) of an hour

46 - 60

One (1) hour

For each additional 1-15 minutes late, an additional quarter (1/4) hour of time shall be deducted.

ARTICLE 23 - GENERAL

23.01 No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

23.02 a) An employee's previous disciplinary record including suspensions shall not be considered by the Employer in determining discipline provided twenty-four (24) consecutive months have elapsed without further discipline.

- b) Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluation or formal disciplinary notations contained therein. An employee has the right to request copies of any evaluation in this file.

23.03 Bulletin Board

The Employer shall provide a bulletin board in a satisfactory location on its premises for the convenience of the Union in posting Union notices. All such notices must be signed by an authorized officer of the Union and submitted to the Administrator for approval before being posted on the bulletin board.

23.04 Copies of all rules and regulations adopted by the Employer which affect the members of this Union are to be:

- a) forwarded to the Local Union;
- b) posted on the Union bulletin board as designated in 23.03.

23.05 Employees shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

23.06 Any employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave unless a doctor or nurse stated that the employee is fit for further work on that shift.

23.07 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

23.08 It is the responsibility of each employee to ensure that the Employer has the employee's current telephone number and address. The Employer shall not be liable for failure of notice to reach an employee in the event said employee has not advised the Employer of their current address and telephone number.

ARTICLE 24 - HEALTH AND WELFARE

24.01 Full-Time Employees

a) The Employer will contribute one hundred percent (100%) of the cost of the Employer Health Tax. In accordance with the terms and conditions of the plans the Employer will contribute one hundred percent (100%) of the cost of the premiums of Extended Health Care, Life Insurance and Weekly Indemnity at the single or married rates, whichever is applicable.

b) The Employer will contribute one hundred percent (100%) of the cost of the premiums of the Vision Care Plan providing:

- i. Three hundred dollars (\$300.00) over a twenty-four (24) month period.

Effective within thirty (30) days of ratification, this amount will increase to three hundred and twenty-five dollars (\$325.00). Effective January 1, 2025, this amount will increase to three hundred and fifty dollars (\$350.00).

Effective January 1, 2026, this amount will increase to four hundred dollars (\$400.00).

- ii. One hundred dollars (\$100.00) over a twenty-four (24) month period for an eye examination.
- c) Upon receipt from the benefits provider, employees will receive a Pay Direct card for prescription drugs, covered by the plan.
- d) The dispensing fee will be capped at \$11.00.
- e) Within thirty (30) days of ratification, increase chiropractic and massage therapy to \$600.00.

Effective January 1, 2025, increase chiropractic and massage therapy to \$700.00.

Effective January 1, 2026, increase chiropractic and massage therapy to \$750.00

24.02 The Employer and full-time employee shall each contribute fifty percent (50%) of the premiums of a basic dental plan. Said plan shall include: current ODA fee schedule; a nine (9) month recall; a six (6) month recall for children twelve (12) and under; a requirement that all full-time employees participate in the dental plan unless insured through a spousal dental plan or have coverage under another plan; a one thousand dollar (\$1000.00) total annual maximum claims per plan member (\$1000.00 for employee and \$1000.00 for each dependent).

24.03 Regular full-time employees must participate in OMERS, subject to the enrolment and eligibility requirements of OMERS. Part-time employees subject to the enrolment and eligibility requirements of OMERS, shall be given the option to participate in OMERS. Contributions by employees and Employer shall be made in accordance with appropriate legislation.

24.04 The Employer's contribution to the Health and Welfare Plans mentioned in Article 24.01 24.02 and 24.03 shall cease when full-time employees are:

- a) on lay-off greater than one (1) month;
- b) on a granted leave of absence in excess of thirty (30) days;
- c) on an absence due to compensable accident greater than one (1) year or when the employee receives a disability pension whichever occurs first;
- d) on a leave of absence due to illness or injury when sick leave credits are exhausted.

24.05 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any plan (other than O.H.I.P.), provided the benefits conferred thereby in total are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the benefit programs contracted for and in effect for full-time employees covered herein.

24.06 It is understood and agreed that in assessing the expense required for the negotiated full-time employee benefits outlined within this Article, the parties have taken into account any

and all savings on increases in premiums that may be realized during the period of this agreement under the Unemployment Insurance Act or any other government legislated plan, and the full employees' portion of any savings resulting from this assessment is included as part of the negotiated wage increases and improved benefits contained in this Collective Agreement.

24.07 Part-Time Employees

In addition to the employee's hourly rate, part-time employees will receive an amount equal to fourteen (14%) percent of their regular hourly rate in lieu of fringe benefits not otherwise enjoyed.

24.08 The Employer will provide employees with access to an EAP program at no cost to the employees.

ARTICLE 25 - WAGES

25.01 The wage rates which will apply through the term of this Agreement are set out in Schedule "A" hereto attached and will form part of this Agreement.

ARTICLE 26 - RESTRICTIONS ON CONTRACTING OUT

26.01 In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit. It is acknowledged that this term will not prohibit the short-term use of outside replacement personnel where regular employees are not available.

ARTICLE 27 - RETROACTIVITY

- 27.01 a) Retroactive payment for current employees is to be paid, within 60 days of ratification, provided the signed executed collective agreement is made available to Employer capturing all significant items presented herein.
- b) Employees who retired, resigned, or were terminated from Eastholme, Home for the Aged, during 2024 with less than 3 years of service shall not qualify for retroactive adjustment under this agreement.
- c) Any qualifying employee (greater than three (3) years of service), who has left the Employer or has left the bargaining unit during 2024, is to be contacted in writing at their address of record and shall have a further thirty (30) days to respond to the Employer confirming current address. Retroactive wages will be paid.

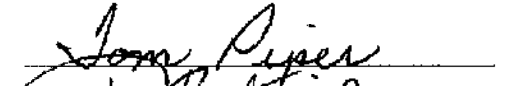

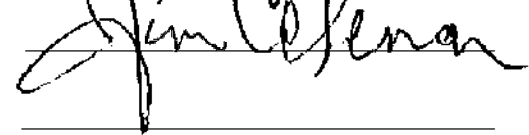
ARTICLE 28 - TERMINATION OF AGREEMENT

28.01 This Agreement shall become effective on January 1, 2024, and shall continue in effect until the 31st day of December 2026 and from year to year thereafter unless either party



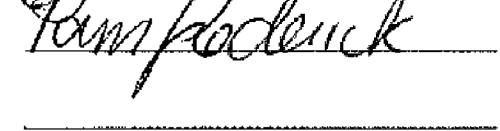
gives notice to the other in writing during the three (3) months prior to the expiration date of this Agreement of its desire to alter, amend or terminate same and the parties shall forthwith commence negotiations for this purpose.

EXECUTED IN ONTARIO, THIS 27th DAY OF June, 2024.

Board of Management of
Eastholme, East District of Parry
Sound Home for the Aged

Canadian Union of Public
Employees and Its Local 1339

SCHEDULE "A"

WAGES AND CLASSIFICATIONS

<i>Effective January 7, 2024 - 3.5%</i>	Start	1 Year	2 Year	
General Help	\$21.84	\$22.30	\$22.73	
Activity Aide	\$22.16	\$22.62	\$23.05	
Housekeeping Aide	\$21.88	\$22.33	\$22.78	
Laundry Aide	\$22.07	\$22.48	\$22.93	
Dietary Aide	\$22.41	\$23.02	\$23.56	
Custodian	\$22.41	\$23.02	\$23.56	
Nursing Aide & Orderly	\$25.83	\$26.44	\$26.99	<i>*includes \$3.00 PSW PWE</i>
Nursing Aide & Orderly (Certified)	\$26.18	\$26.79	\$27.32	<i>*includes \$3.00 PSW PWE</i>
Dietary Aide (Certified)	\$22.75	\$23.36	\$23.89	
Recreation BSO/Activity Aide (Certified)	\$23.08	\$23.68	\$24.22	
Activity Co-ordinator	\$23.37	\$23.77	\$24.22	<i>*includes \$0.27 wage adjustment</i>
Cook	\$23.98	\$24.60	\$25.21	
Cook (with Red Seal)	\$24.33	\$24.96	\$25.57	
Handyman	\$25.26	\$25.68	\$26.10	
BSO-PSW	\$27.09	\$27.84	\$28.49	
Registered Practical Nurse	\$29.79	\$30.92	\$31.53	
<i>Effective 1st pay period following date of ratification - \$3 Wage Adjustment</i>	Start	1 Year	2 Year	
Registered Practical Nurse	\$32.79	\$33.92	\$34.53	

<i>Effective January 5, 2025 - 3.5%</i>	Start	1 Year	2 Year
General Help	\$22.60	\$23.08	\$23.52
Activity Aide	\$22.94	\$23.41	\$23.86
Housekeeping Aide	\$22.64	\$23.11	\$23.58
Laundry Aide	\$22.84	\$23.27	\$23.73
Dietary Aide	\$23.19	\$23.82	\$24.39
Custodian	\$23.19	\$23.82	\$24.39
Nursing Aide & Orderly	\$26.74	\$27.37	\$27.93
Nursing Aide & Orderly (Certified)	\$27.10	\$27.73	\$28.28
Dietary Aide (Certified)	\$23.55	\$24.18	\$24.73
Recreation BSO/Activity Aide (Certified)	\$23.88	\$24.51	\$25.06
Activity Co-ordinator	\$24.19	\$24.60	\$25.07
Cook	\$24.82	\$25.47	\$26.09
Cook (with Red Seal)	\$25.18	\$25.83	\$26.46
Handyman	\$26.14	\$26.57	\$27.01
BSO-PSW	\$28.03	\$28.82	\$29.49
Registered Practical Nurse	\$34.20	\$35.37	\$36.00

**includes \$0.25 wage adjustment*

<i>Effective January 4, 2026 - 3.75%</i>	Start	1 Year	2 Year
General Help	\$23.45	\$23.94	\$24.41
Activity Aide	\$23.80	\$24.29	\$24.75
Housekeeping Aide	\$23.49	\$23.98	\$24.46
Laundry Aide	\$23.70	\$24.14	\$24.62
Dietary Aide	\$24.06	\$24.72	\$25.30
Custodian	\$24.06	\$24.72	\$25.30
Nursing Aide & Orderly	\$27.74	\$28.40	\$28.98
Nursing Aide & Orderly (Certified)	\$28.11	\$28.76	\$29.34
Dietary Aide (Certified)	\$24.43	\$25.09	\$25.66
Recreation BSO/Activity Aide (Certified)	\$24.78	\$25.43	\$26.00
Activity Co-ordinator	\$25.09	\$25.53	\$26.01
Cook	\$25.75	\$26.42	\$27.07
Cook (with Red Seal)	\$26.13	\$26.80	\$27.46
Handyman	\$27.12	\$27.57	\$28.02
BSO-PSW	\$29.09	\$29.90	\$30.60
Registered Practical Nurse	\$35.74	\$36.95	\$37.61

**includes \$0.25 wage adjustment*

NOTES:

1. Part-time employees shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked. The calculation of seniority for a part-time employee while on Pregnancy and Parental Leave under Article 9.06 of the Collective Agreement shall be utilized and added to the employee's accumulated service.

2. a) Shift Premium
Employees who complete a full scheduled shift where the majority of work hours occur between 1600 and 0800 hours shall be paid a shift premium of seventy-five cents (\$0.75) per hour for all hours worked. Effective January 5, 2025, this amount will increase to eighty cents (\$0.80) per hour for all hours worked. Effective January 4, 2026, this amount will increase to eighty-five cents (\$0.85) per hour for all hours worked.

- b) Weekend Premium
Employees shall be paid a weekend premium of an additional sixty-five cents (\$0.65) per hour for all hours worked between Friday at 11:00 pm and Sunday at 11:00 pm. This premium shall be in addition to the regular shift premium.

Effective the date of ratification, the weekend premium will increase to dollar (\$1.00) per hour. Effective January 4, 2026, the weekend premium will increase to one dollar and ten cents (\$1.10) per hour.

3. Stand-by Pay for Handyman
An employee falling within the "Handyman" classification, who is required to remain available for duty on standby outside of their regular scheduled working hours shall receive standby pay in the amount of five (\$5.00) dollars per day, payable for each day the employee is on standby. Standby shall cease where the employee is called in to work.

EASTHOLME, HOME FOR THE AGED

FORM "A"

SICK LEAVE CERTIFICATE

1. EMPLOYEE'S APPLICATION FOR SICK LEAVE ABSENCE

I hereby apply for sick leave absence and certify that my absence was occasioned by (sickness)(accident) from _____ to _____ inclusive.

Total days _____

Nature of Illness

Date _____ Employee Name (print) _____

Employee Signature _____

2. PHYSICIAN'S CERTIFICATE

This section must be fully completed by the physician in accordance with Article 10.03 of the Collective Agreement between Eastholme and CUPE Local 1339.

I, the undersigned, duly registered and qualified medical practitioner, certify that _____ was under my care and I confirm the following:

A) Did the employee attend at your office? Yes _____ No _____

B) I examined the employee Yes _____ No _____

C) Nature of Illness

D) Prognosis including the length of the expected absence

Date _____ Name of Physician _____

Physician Signature _____

LETTER OF UNDERSTANDING – No. 2021-01

RE: CALL-INS FOR PART-TIME EMPLOYEES

The Parties agree that call-ins are absences which affect the posted schedule, and which are required to be filled by the Employer will be allocated as follows:

Separate call-in lists for all part-time employees by classification, including a separate list for nursing aides and orderlies, shall be posted in the workplace. Employees will be placed on the applicable list in order of seniority.

A) Call-in Process:

Call-ins will be offered on a rotating basis first to the most senior employee on the list and then in descending order of seniority to other employees on the list until an employee is found to fill the absence. If an employee is unavailable or the call-in would result in overtime, or a double shift, that employee will be passed over.

The next call-in opportunity shall be offered to the employee on the applicable list immediately following the last employee who accepted the call in to work. The process shall continue until all employees on the list have been offered a call-in and then the process shall be repeated.

Absences of two (2) or three (3) days will be offered by seniority and an employee will be offered up to three (3) days. The days accepted by the employee do not necessarily have to be consecutive days, for example if the absence is for Jan 1st, 2nd and the 3rd, the employee called may accept up to 3 of any of the days being offered.

Employees should check the posted schedule each time they report for a shift. In the event a shift(s) has been added or changed and the affected employee(s) is not scheduled prior to that amended shift, the employee(s) will be notified of the amendment.

B) The Nursing Department:

In the event all employees on the appropriate nursing aide or orderly list have been called, and the Employer still requires an orderly or nursing aide, the Employer may offer call-in opportunities to employees on the alternate list. Thus, where no orderlies are available to work, the Employer may offer call-in opportunities to nursing aides. Similarly, where no nursing aides are available to work, the Employer may offer call-in opportunities to orderlies.

C) In the event the Employer fails to offer the call-in opportunity to an employee in accordance with the aforementioned processes, said employee shall be offered the next available call-in to compensate for the missed opportunity.

The parties may agree to amend this process by mutual agreement.

LETTER OF UNDERSTANDING – No. 2021-02

RE: STUDENTS

The Parties agree that there is no guarantee of hours or days of work to a part-time employee.

The Employer has the right to schedule or assign students to perform bargaining unit work.

Students may be used to provide:

- vacation relief
- paid floating holiday relief
- lieu day relief
- replacement of bargaining unit employees who are absent due to accident, illness or leaves of absence
- additional staffing (above normal compliment)

After shift is offered to permanent staff who normally perform the work.

LETTER OF UNDERSTANDING – No. 2021-03

RE: CO-OP STUDENTS AND VOLUNTEERS

The Parties agree that the employer will not use co-op students or volunteers to perform work which would result in a reduction in scheduled hours to an employee working in a department where the co-op students or volunteers are assisting.

LETTER OF UNDERSTANDING – No. 2021-04

RE: POSTING

The Parties agree that notwithstanding that applicants must meet the qualifications of the job posting before being considered for the job, the parties wish to clarify the following:

- (1) Notwithstanding Article 5 of the Collective Agreement, in the event there are no internal or external applicants who meet the qualifications of 5.05 c) for a job posting, and the employer still requires the position to be filled, an internal applicant who is not qualified because they do not have the required educational qualifications as listed in the job posting, may be offered the job ahead of an unqualified external applicant, subject to the following conditions:
 - i) They sign a commitment letter to take the required course/certification within a stipulated time frame.
 - ii) The trial period will be extended to the date in the commitment letter for completion of the course.
 - iii) In the event the employee does not successfully complete the course/certification within the specified time frame, the employee will be returned to their former position.


- (2) Notwithstanding Article 5 of the Collective Agreement and subject to (1), in the event there are no internal or external applicants who meet the qualifications of 5.05 c) for a job posting, and the employer still requires the position to be filled, an external applicant who is not qualified because they do not have the required educational qualifications as listed in the job posting, may be offered the job subject to the following conditions:
 - i) They sign a commitment letter to take the required course/certification within a stipulated time frame.
 - ii) The probation period will be extended to the date in the commitment letter for completion of the course.
 - iii) In the event the employee does not successfully complete the course/certification within the specified time frame, the employee will be terminated.


The Employer will follow the qualification requirements for hiring of employees where so noted in the Long-Term Care Homes Act, 2007 - O. Reg 79/10.

LETTER OF UNDERSTANDING – No. 2021-05

RE: INTERNAL CASUAL EMPLOYEE STATUS

1. The Parties agree that internal part-time employees who are qualified to perform more than one job classification, will have the opportunity to demonstrate an interest in a casual position.
2. The Employer will post a memorandum advising part-time employees that they have the opportunity to express an interest in a casual position that they are qualified to perform. The Employer will review all expressions of interest and offer casual positions to those employees that, in the opinion of the Employer, are qualified.
3. The Employer will provide a reasonable amount of refresher training when required.
4. Part-time employees who are placed in a casual position will be scheduled as usual in their part-time position but will not be scheduled for shifts in their casual position.
5. A call-in list for casual employees will be created. When a shift requires coverage, the Employer will offer the shift to the part-time pool. If the shift is not accepted, the Employer may offer the shift to the casual employees.
6. Casual employees will be required to pick up a minimum of one (1) shift in a three (3) month period (if the work is available), in order to maintain their status as a casual employee. Should an employee fail to meet this commitment, their name will be removed from the casual call-in list.
7. Employees will be compensated in accordance with the position they are performing on each shift. Employees will accrue seniority for all hours worked in a casual position.
8. The Parties agree that this trial will expire with the expiration of the Collective Agreement unless the parties agree to renew this Letter of Understanding.


Donna MacIsaac
Adela Collier


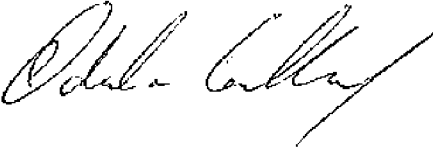

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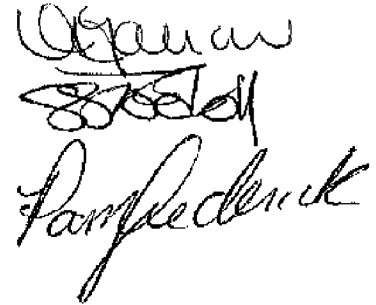
LETTER OF UNDERSTANDING No. 2021-06

RE: UNION DUES

The Employer shall provide the Union with the name, employment status, classification/job title, regular wages, hours worked, and dues deducted.

The Employer shall also send a copy of the Union dues remittance report to the Local Union Secretary-Treasurer.


Donna Mae Koles




LETTER OF UNDERSTANDING No. 2021-08

Between

**The Board of Management of Eastholme,
East District of Parry Sound Home for the Aged**

(the "Employer")

And

Canadian Union of Public Employees and its Local 1339

(the "Union")

RE: FESTIVE SEASON SCHEDULING


Subject to operational requirements, the Employer will consider increasing the number of consecutive days off surrounding the holiday (Christmas Day / New Years Day) from two (2) days to three (3) days off consecutively by November 15th.


In order to endeavour to provide FT employees 3 consecutive days, the employees may be scheduled to work fewer than 80hrs in a 2 week pay period.


SIGNED IN ONTARIO, THIS _____ DAY OF _____, 2024.


Board of Management of
Eastholme, East District of Parry
Sound Home for the Aged


Canadian Union of Public
Employees and Its Local 1339

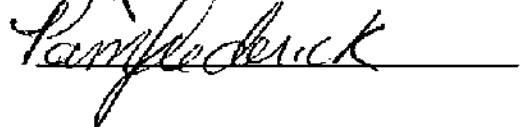












LETTER OF UNDERSTANDING No. 2021-09

Between

**The Board of Management of Eastholme,
East District of Parry Sound Home for the Aged**

(the "Employer")

And

Canadian Union of Public Employees and its Local 1339

(the "Union")

RE: SICK (ARTICLE 10)

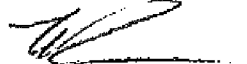
With the understanding that the Union and the Employer wish to understand the impact of the change in application of the article 10.04, the parties wish to trial this Letter of Understanding for the period of January 1st, 2022 to December 31st 2022.

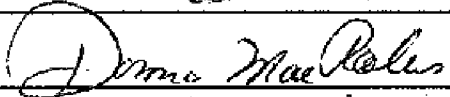
Full-Time employees will be compensated for the first day of illness during the absence due to sickness under Article 10 – Sick Leave, provided that all other provisions under Article 10 are complied with.

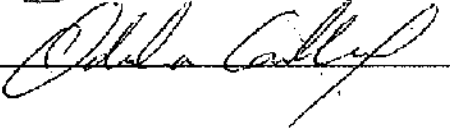
SIGNED IN ONTARIO, THIS _____ DAY OF _____, 2024.


Board of Management of
Eastholme, East District of Parry
Sound Home for the Aged


Canadian Union of Public
Employees and Its Local 1339














LETTER OF UNDERSTANDING No. 2021-10

Between

**The Board of Management of Eastholme,
East District of Parry Sound Home for the Aged**

(the "Employer")

And

Canadian Union of Public Employees and its Local 1339

(the "Union")

RE: REVIEW LANGUAGE - JOB CLASSIFICATIONS (NURSING AIDE/ORDERLY)


During this round of collective bargaining, the parties entered into discussions and established a mutual interest in changing the historic job titles/ job descriptions of Nursing Aide and Orderly to reflect the current day market recognized job title and description of Personal Support Worker.


It is recognized and agreed that further details need to be worked-out and clarified prior to the implementation of any changes to ensure that there is no negative impact to existing employees. The parties agree to work together to finalize and mutually agree upon the job title / description changes as well as the associated transition and communication plans to all members.

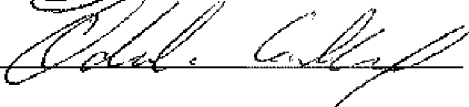
SIGNED IN ONTARIO, THIS ____ DAY OF _____, 2024.


Board of Management of
Eastholme, East District of Parry
Sound Home for the Aged


Canadian Union of Public
Employees and Its Local 1339

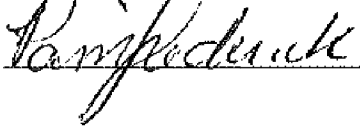












LETTER OF UNDERSTANDING No. 2022-1

Between

**The Board of Management of Eastholme,
East District of Parry Sound Home for the Aged**

(the “Employer”)

And

Canadian Union of Public Employees and its Local 1339

(the “Union”)

RE: VACATION SELECTION PERIODS

1. Notwithstanding Article 15.04 of the Collective Agreement, the parties agree that employees will select their vacation time as set out in this Letter of Understanding.
2. For the purpose of vacation selection, the year will be divided into two distinct and separate periods (January 1st to May 31st and June 1st to December 31st).
3. The first vacation selection period will be from January 1st to May 31st. Requests for vacation during this period shall be submitted no later than October 15th. The Employer will review requests based on its quote and provide approvals/denials by October 31st. Where conflicts arise amongst employees as the choice of vacation time, seniority and the staff requirements of the Employer shall govern.
4. The second vacation selection period will be from June 1st to December 31st. Requests for vacation during this period shall be submitted no later than March 15th. The Employer will review requests based on its quote and provide approvals/denials by March 31st. Where conflict arise amongst employees as to the choice of vacation time, seniority and the staff requirements of the Employer shall govern.
5. Any vacation requested after the submission dates will be scheduled at the discretion of the Employer without regard for seniority. The Employer will make a reasonable effort to reply to the employee’s request within one week of the employee submitting such written request.
6. For any vacation requested within the submission dates but not approved, the Employer and the employee will make their best efforts to agree upon alternate vacation dates.

VACATION (Time Off)

January 1-May 31

June 1-December 31

SUBMIT TO MANAGER BY:

October 15

March 15

MANAGER RESPONSE BY:


October 31

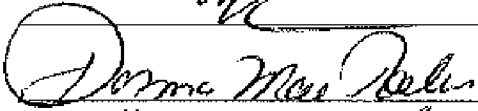
March 31

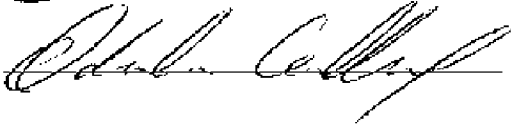
SIGNED IN ONTARIO, THIS ____ DAY OF _____, 2024.


Board of Management of
Eastholme, East District of Parry
Sound Home for the Aged

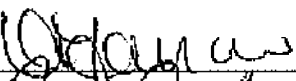
Canadian Union of Public
Employees and Its Local 1339

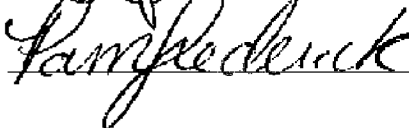












LETTER OF UNDERSTANDING No. 2022-01

Between

**The Board of Management of Eastholme,
East District of Parry Sound Home for the Aged**

(the "Employer")

And

Canadian Union of Public Employees and its Local 1339

(the "Union")

RE: TEMPORARY FOREIGN WORKERS – ARTICLE 3.03 – DEFINITIONS TEMPORARY EMPLOYEE

Due to the ongoing provincial-wide shortage of Personal Support Workers, the Employer has investigated the use of the Foreign Temporary Worker ("TFW") program to ensure it is able to employ sufficient staff to meet the legislated staffing needs. This program requires that the Employer sponsor the foreign workers on a two (2) year closed work permit and provide to them a minimum of thirty (30) hours of work per week.

The Union has agreed to modify the language of Article 3.04 a) iii), specific to the Temporary Foreign Workers, as follows:

3.04 a) A temporary assignment shall include one of the following:

- iii) Performing a specific project not to exceed 24 months unless the parties agree to an extension in writing.

The Employer and the Union further agree that TFW's shall not take precedence during the hiring process. The sole purpose TFW positions will be allow Eastholme to meet its obligations to achieve hours of direct care targets as set out by the Ministry of Long-Term Care in the Fixing Long-Term Care Act (FLTCA) and its regulations. Should Eastholme, be able to recruit and fill all postings to bring staff to the level required to achieve the target hours of care, the TFW positions will end and individuals holding them will no longer have employment at Eastholme.

The parties agree that this LOU may also expire if staffing targets under the FLTCA are met, with written notice.

SIGNED IN ONTARIO, THIS ____ DAY OF _____, 2024.

Board of Management of
Eastholme, East District of Parry
Sound Home for the Aged

Canadian Union of Public
Employees and Its Local 1339

